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ANNOTATED VERSION OF THE MODEL BASIC CO-OPERATION AGREEMENT BETWEEN UNICEF AND GOVERNMENTS

SUMMARY

The present document contains an annotated version of the proposed model Basic Co-operation Agreement between the United Nations Children's Fund (UNICEF) and Governments. Reference is made herein to documents confirming established policy and procedures. In addition, the relevant provisions of the Convention on the Privileges and Immunities of the United Nations and the Standard Basic Assistance Agreement between the United Nations Development Programme and Governments are also presented for ease of reference and for comparison.

EXPLANATORY NOTE

In the annotated version of the model Basic Co-operation Agreement between the United Nations Children's Fund (UNICEF) and Governments (referred to as the "UNICEF/BCA"), reference is made either to documents confirming established policy and procedures or to the original documents establishing those policies and procedures. In the case of the latter, the relevant portions of the referenced documents are quoted in the present text, as follows: the current model Host Country Agreement between UNICEF and Governments (referred to as the "old UNICEF Model Agreement"); the Convention on the Privileges and Immunities of the United Nations (referred to as the "Convention"); and the Standard Basic Assistance Agreement between the United Nations Development Programme (UNDP) and Governments (referred to as the "UNDP/SBAA"). For the purpose of easy comparison, the articles of the old UNICEF Model Agreement and the UNDP/SBAA are presented in the sequence in which they relate to articles of the UNICEF/BCA. The Financial Regulations and Rules of UNICEF, which are referred to in the text, were adopted by the Executive Board by its decision 1987/13, taken at its 1987 regular session, in accordance with Economic and Social Council decision 1986/181 of 23 July 1986 and General Assembly decision 41/461 of 11 December 1986, and entered into force on 1 January 1988.

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Text	Explanatory notes
AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF _____	
PREAMBLE	
WHEREAS the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946, as an organ of the United Nations, and by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-range needs of children and their continuing needs, and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, activities and programmes of child survival, development and protection in countries with which UNICEF co-operates, and	The preamble has been revised to take into account the expanded mandate of UNICEF by adding, in particular, the provision of financial support and other supporting services for women in developing countries in the field of maternal and child health care.
WHEREAS UNICEF and the Government of _____ (hereinafter called the Government) wish to establish the terms and conditions under which UNICEF shall, within its mandate, co-operate in programmes in _____,	

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Text	Explanatory notes
NOW, THEREFORE, UNICEF and the Government, in a spirit of friendly co-operation, have entered into the present Agreement.	
ARTICLE I	
Definitions	
For the purpose of the present Agreement, the following definitions shall apply:	This article proposes the definitions required to make the UNICEF/BCA self-explanatory.
(a) UNICEF means the United Nations Children's Fund;	
(b) Government means the Government of _____;	
(c) Host Country or Country means _____;	
(d) Parties means UNICEF and the Government;	
(e) Convention means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;	
(f) UNICEF office means the organizational unit(s) in the Host Country through which UNICEF co-operates in programmes in the Country and includes the field offices established in the Country;	

Text	Explanatory notes
(g) Head of Office means the UNICEF representative to the Country and includes the UNICEF regional director where applicable;	
(h) UNICEF officials means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I);	This subparagraph defines the officials entitled to the privileges and immunities of the United Nations under articles V and VII of the Convention as provided in articles IX and XIII of the Agreement. Section 17 of article V of the Convention provides that the Secretary-General shall specify the categories of officials to which article V should apply and submit these categories to the General Assembly. On the basis of the Secretary-General's submission in this regard, the General Assembly, in 1946, adopted resolution 76 (I) approving the granting of the privileges and immunities referred to in articles V and VII "to all members of the staff of the United Nations with the exception of those who are recruited locally and are assigned to hourly rates". These categories have remained unchanged.
(i) Experts on mission means individuals, other than UNICEF officials, performing missions for UNICEF;	
(j) Persons performing services on behalf of UNICEF means corporate or individual contractors, institutions or firms and their employees, with the exception of nationals of the Host Country and of UNICEF officials and experts on mission, retained to execute or to assist in the execution of programmes of co-operation;	This paragraph is intended to cover mainly consultants, volunteers and other persons engaged in UNICEF projects who are not staff and, therefore, not covered by the Convention. It is similar to article IX (5) of the UNDP/SBAA.

Text	Explanatory notes
(k) UNICEF personnel means UNICEF officials and experts on mission;	For ease of reference, the expression UNICEF personnel is used in articles V and XIII to include UNICEF officials and experts on mission when it is more practical to treat the two categories of personnel in the same way in the Agreement.
(l) Programmes of co-operation means the programmes of the Host Country in which UNICEF co-operates as provided in article III of the present Agreement;	
(m) Master plan of operations means the country programme document, agreed to between UNICEF and the Government, containing the programmes of the Host Country in which UNICEF co-operates as provided in article III of the present Agreement;	
(n) Greeting Card Operation means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products.	The Greeting Card Operation is referred to in article XVII of the Agreement.

Text	Explanatory notes
ARTICLE II	
Scope of the Agreement	
1. The present Agreement embodies the basic conditions under which UNICEF shall, within its mandate, co-operate in programmes in the Country.	Regulation 8.12 (a) of the UNICEF Financial Regulations and Rules requires that UNICEF co-operation in programmes shall be carried out on the basis of a Basic Agreement concluded between UNICEF and the Government concerned, "establishing the general terms and conditions for mutual co-operation in the country, the respective commitments of UNICEF and the Government and the administrative and technical arrangements for the implementation of UNICEF-supported programmes, including provisions for the Government to finance local costs associated with such programmes". This requirement is based on General Assembly resolution 57 (I), paragraphs 2 (b) and 2 (c), and on Executive Board decisions on model Agreements with Governments (E/ICEF/398/1960, paragraphs 133 and 134). See also document E/ICEF/670/Rev.3/1984, paragraphs 27-30.
2. UNICEF co-operation in programmes in the Country shall be provided consistently with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.	

Text	Explanatory notes
ARTICLE III	
Programmes of co-operation	
1. The programmes of co-operation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be signed by UNICEF, the Government and, as the case may be, other participating institutions.	Regulation 8.12 (b) of the UNICEF Financial Regulations and Rules provides that UNICEF co-operation in programmes shall be carried out on the basis of "plans of operation or country programme documents concluded between UNICEF, the Government concerned and, when appropriate, other organizations participating in the programme, setting out, consistently with the basic agreement: (i) The objectives of the programme, the undertakings of UNICEF, the Government and the participating organizations, with a target time schedule for carrying the programme through its various phases;" and "(ii) The estimated financial resources required to carry out specifically identified programme activities developed on the basis of actual programme requirements".
2. The master plan of operations shall define the particulars of the programmes of co-operation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating institutions and the estimated financial resources required to carry out the programme activities.	See comment on paragraph 1 above.

Text	Explanatory notes
3. The Government shall permit UNICEF personnel to observe and monitor all the phases of the programmes of co-operation.	Similar to article IV, alternative A (1) and alternative B (1) of the old UNICEF Model Agreement which states: "... The Government shall permit authorized officers of UNICEF to observe all the phases of execution of the Plans of Operations in _____."
4. The Government shall also keep such statistical records concerning the execution of each master plan of operations as the parties shall consider necessary and shall supply any of such records to UNICEF at its request.	Similar to article III of the old UNICEF Model Agreement.
5. The terms of the present Agreement shall apply to all aspects of the programmes of co-operation in the Country, as contained in the master plan of operations.	Follows article I (4) of the old UNICEF Model Agreement which reads "... The provisions of this Agreement shall apply to each Plan of Operations". See also article I of the UNDP/SBAA.
6. The Government shall co-operate with UNICEF and shall provide the means necessary for adequately informing the public about the programme activities covered by the present Agreement.	Same as above.

Text	Explanatory notes
ARTICLE IV	
UNICEF office	
1. The Government agrees that UNICEF may establish and maintain a UNICEF office in the Country, as required, to assist in implementing the programmes of co-operation.	The purpose of this provision is to secure the agreement of the Government for UNICEF to establish a country office for the implementation of programmes of co-operation, and where necessary, to open sub-offices, in such location as the parties may by an exchange of letters determine.
2. UNICEF may also establish and maintain a regional/area office in the Country to provide programme support to other countries in the region/area.	This provision is included here in order to obviate the need for concluding separate agreements, as in the past, for establishment of a regional/area office. It is expected that as in the case of the opening of sub-offices, UNICEF and the Government would still consult prior to the establishment of a regional/area office but agreement to do so would now be recorded by a simple exchange of letters rather than through an additional co-operation agreement.
3. In the event that UNICEF does not maintain a UNICEF office in the Country, it may provide the programme support agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.	This paragraph is intended to facilitate UNICEF co-operation in programmes from an office established elsewhere in a country where UNICEF has no country office. A Basic Co-operation Agreement is, nevertheless, to be concluded with the Government to govern such co-operation.

Text	Explanatory notes
ARTICLE V Personnel 1. UNICEF may assign to the UNICEF office in the Country such UNICEF personnel or other personnel as are deemed necessary by UNICEF to administer and provide support to the programmes of co-operation. 2. UNICEF may designate UNICEF personnel to visit the Country for purposes of consulting and co-operating with the corresponding officials of the Government in connection with: (a) The review, preparation, monitoring and evaluation of the programmes of co-operation; (b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF; (c) Advising the Government regarding the progress of the programmes of co-operation; (d) Any other matters relating to the application of the present Agreement.	This article is, with slight modifications, the same as article IV (1) of the old UNICEF Model Agreement.

Text	Explanatory notes
3. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services on behalf of UNICEF assigned to the UNICEF office and of the changes in the status of such persons.	
ARTICLE VI	
Government contribution	
1. The Government undertakes to provide to UNICEF, as required:	As noted in the comment on article II, regulation 8.12 (a) requires that a Basic Agreement be concluded with Governments which includes provisions for the Government to finance local costs associated with UNICEF-supported programmes. The inputs to be provided by the Government under this article cover those items which Governments have traditionally provided to UNICEF and other United Nations development assistance agencies. Similar provisions are to be found in articles II and IV of the old UNICEF Model Agreement and in articles V and VI of the UNDP/SBAA.
(a) Appropriate office premises for the UNICEF office;	
(b) Postage and telecommunications for official purposes;	
(c) Transportation for UNICEF personnel, or fuel for official vehicles used by them, in the performance of their official functions within the Country;	
(d) Government accommodation, where available, to UNICEF personnel while in official travel status within the Country.	

Text	Explanatory notes
2. The Government shall also provide funds, up to mutually agreed amounts, to cover the costs of certain local services as the Parties shall agree, including, but not limited to, equipment, fixtures and maintenance for the office premises.	
3. The Government shall also assist UNICEF:	
(a) In the location of suitable housing accommodation for internationally recruited UNICEF personnel;	
(b) In the installation and supply at preferential rates of utility services.	
4. In the event that UNICEF does not maintain a UNICEF office in the Country, the Government agrees to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of co-operation in the Country, up to a mutually agreed amount.	

Text	Explanatory notes
ARTICLE VII	
Supplies, equipment and other assistance	
1. UNICEF contribution to programmes of co-operation may be in the form of financial and other assistance. Supplies, equipment and other materials furnished by UNICEF for the programmes of co-operation under the present Agreement shall be transferred to the Government upon arrival in the Country, unless otherwise provided in the master plan of operations.	Regulation 8.13 of the UNICEF Financial Regulations and Rules provides for transfer to the Government of supplies, equipment, materials and the property intended for programmes of co-operation in the country. This paragraph implements that policy. The other provisions of this article are based on article II of the old Model Agreement and article V (2) of the UNDP/SBAA.
2. UNICEF may place on the supplies, equipment and other materials it furnished such markings as are deemed necessary to identify them as being provided by UNICEF.	
3. The Government shall be responsible for, and shall meet the costs associated with the clearance, receipt, unloading, storage, insurance, transport and distribution of the supplies, equipment and other materials provided by UNICEF under the present Agreement, after their arrival in the Country.	

Text	Explanatory notes
4. The Government shall exert its best efforts, and take the necessary steps and measures, to ensure that the supplies, equipment, financial and other assistance provided by UNICEF under the present Agreement are utilized in conformity with the purposes stated in the master plan of operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.	
5. No taxes including value added tax (VAT), fees, tolls or duties shall be levied on the supplies, equipment and other materials furnished by UNICEF for the programmes of co-operation.	This paragraph deals with exemptions from any taxes or levies that might be imposed on supplies furnished by UNICEF for use in programmes. Since a substantial part of UNICEF assistance is in the form of supplies, equipment and other materials for use in programmes in which UNICEF co-operates, it is important that provision is made for the exemption of such supplies from national taxation. Unlike the privileges and immunities under article IX of the Agreement which are granted for the benefit of UNICEF, the exemptions under this paragraph are for the benefit of recipients of UNICEF assistance. The exemption from taxation would maximize the level of such assistance.

Text	Explanatory notes
6. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials provided to the Government by UNICEF, that have not been used in the programmes of co-operation.	Based on article II (1) of the old UNICEF Model Agreement.
7. The Government shall maintain proper accounts, records and documentation, in respect of the funds received from UNICEF and disbursed by the Government, in such form as is necessary to permit adequate review of the use made of such funds. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access to relevant documents concerning expenditures against funds provided by UNICEF.	Elaborates on article III of the old UNICEF Model Agreement.
8. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of co-operation and certified financial statements, audited in accordance with existing government rules and procedures.	A similar provision was previously included in master plans of operations, but it is now incorporated in the BCA.

Text	Explanatory notes
ARTICLE VIII	
Intellectual property rights	
1. Ownership of patent rights and rights on any discoveries or inventions, as well as copyrights and other similar rights on works (including documents, plans, reports, etc.) resulting from the programme activities in which UNICEF co-operates under the present Agreement, shall be vested in UNICEF. The Government shall inform UNICEF promptly of any particular right or rights on any discovery or invention or works which, to its knowledge, have resulted from the implementation of programme activities in which UNICEF co-operates, and shall assist UNICEF in securing the protection of such rights, through registration or otherwise, in accordance with applicable law.	The purpose of this Article is to ensure that the benefits of discoveries resulting from programmes in which UNICEF co-operates are reserved and made available to all member countries that wish to exploit them. Thus, ownership of patent rights in such discoveries is vested in UNICEF as trustee for the benefit of all member countries, each of which would be entitled to royalty-free licences to exploit such discoveries or inventions. The article also provides for registration of the rights in discoveries in accordance with the applicable law in the host country to encourage active commercial exploitation.
2. Except as otherwise agreed by the Parties in each case, the Government shall be entitled to use or exploit and to obtain any necessary licenses, free of any royalty or charge of a similar nature for the use or exploitation of the rights herein provided.	

Text	Explanatory notes
ARTICLE IX	
Privileges and immunities	
1. The Government shall extend to UNICEF, its property, funds and assets, and to its officials and experts on mission, the privileges and immunities set out in the Convention.	Article 105, paragraph 1, of the Charter of the United Nations provides that "the Organization shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes" and paragraph 3 authorizes the General Assembly to propose conventions to Members of the United Nations for the purpose. Pursuant to this article, the General Assembly adopted the Convention which contains the basic privileges and immunities to be accorded to the Organization and its officials. UNICEF, as a part of the United Nations, is entitled to the privileges and immunities contained in the Convention.
2. Without prejudice to the provisions of paragraph 1 of the present article, the Government shall in particular extend to UNICEF and its personnel the privileges, immunities, rights and facilities provided in articles X to XVII hereunder.	This paragraph and subsequent articles are included in this Agreement to reproduce certain of the privileges and immunities to which UNICEF is entitled under the Convention, for the benefit of Member States not a party to the Convention and for ease of reference. Care is taken, however, to ensure that the enumeration of certain of these privileges and immunities is not construed as excluding those which are not mentioned. Furthermore, in view of the special functions performed by UNICEF, provision is made to extend to UNICEF additional facilities in articles XII (use of aircraft) and XVII (greeting cards) to expedite and facilitate its co-operation in programmes as provided in the Agreement.

Text	Explanatory notes
ARTICLE X UNICEF office, property, funds and assets	
1. The premises of the UNICEF office shall be inviolable. The appropriate government authorities shall exercise due diligence to ensure the security and protection of the premises of the UNICEF office.	The inviolability of United Nations premises is provided for in section 3, article II, of the Convention.
2. Without being restricted by financial controls, regulations or moratoria of any kind, UNICEF may freely:	This paragraph is based on section 5, article II, of the Convention. It also covers funds and other gifts received by non-governmental organizations in special relationship with UNICEF and also makes provision for the same exemptions to be extended to funds raised through the sale of products of the UNICEF Greeting Card Operation.
(a) Bring into the Country from any other country and acquire from authorized banking and financial institutions, funds, securities, currencies of any kind and negotiable instruments;	
(b) Accept funds, securities, currencies of any kind and negotiable instruments conveyed to UNICEF through bequests, or obtained from UNICEF activities in the Country;	

Text	Explanatory notes
(c) Hold and use funds, securities, currencies of any kind and negotiable instruments for its programmes in the Country, maintain and operate accounts in any currency, and convert any currencies held by it into any other currency;	
(d) Transfer its funds, securities, currencies of any kind and negotiable instruments from the Country to any other country or within the Country, to individuals, firms, institutions or agencies, including any organization or agency of the United Nations system.	
3. The rate of exchange available to UNICEF for the financial activities envisaged above shall be the most favourable, legally available rate of exchange.	This paragraph is based on article X (1) (e) of the UNDP/SBAA. It provides for UNICEF to be accorded "the most favourable, legally available rate of exchange".
4. In exercising the rights accorded to it under paragraph 2 of the present article, UNICEF shall pay due regard to any representation made to it by the Government and shall endeavour to give effect thereto, so far as this is possible without detriment to its own interests.	This paragraph is based on section 6, article II, of the Convention.

Text	Explanatory notes
ARTICLE XI	
Facilities in respect of communications	
1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental organizations in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.	This paragraph is based on sections 9 and 10, article III, of the Convention, but the language is updated to take into account developments within the area of communications.
2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications to be added by joint agreement. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.	Reproduces sections 9 and 10 of the Convention.

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Text	Explanatory notes
3. UNICEF shall be entitled, in establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.	The reference to the International Telecommunications Convention (Nairobi 1982) in this paragraph is intended to ensure that UNICEF is accorded the rates and priority for its communications as are afforded to Government Members of the Union, as provided in article XVI of the Agreement between the United Nations and the International Telecommunications Union (ITU), and articles 26 and 39 of the ITU Convention. It is intended also that the interpretation of words referred to in the UNICEF/BCA is consistent with the definitions in annex 2 of the ITU Convention.
ARTICLE XII Facilities in respect of means of transportation	
The Government shall grant UNICEF necessary permits or licenses for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other crafts required for programme activities under the present Agreement.	The need to effect delivery of supplies such as perishables, drugs and vaccines rapidly often necessitates the use of aircrafts. The provision is intended to ensure that, when needed, landing permits and clearances would be issued without undue delays for UNICEF-owned or chartered aircrafts.

Text	Explanatory notes
ARTICLE XIII	
UNICEF personnel	
Officials	
1. UNICEF officials shall enjoy the following privileges and immunities:	This paragraph reproduces the privileges and immunities accorded to officials of the United Nations under section 18 of the Convention and incorporates such additional facilities as are considered necessary for effective discharge of the UNICEF mandate and which Governments already accord to other United Nations development assistance agencies. In line with the Advisory Opinion of the International Court of Justice in Mazilu Case (1989), officials of the United Nations and experts on mission, as international officials and experts, enjoy the privileges and immunities accorded in sections 18 and 22 of the Convention without distinction as to nationality or place of residence.
(a) Immunity from legal process of any kind in respect of words spoken or written or in respect of any act performed in an official capacity. Such immunity will continue even after termination of employment with UNICEF;	This paragraph is based on section 18, paragraph (a), of the Convention.

Text	Explanatory notes
(b) The same protection and repatriation facilities with respect to themselves, their spouses and other dependants as are accorded in time of crisis to diplomatic envoys;	This paragraph is based on section 18, paragraph (f), of the Convention.
(c) Exemption from taxation in respect of salaries, emoluments and allowances paid by UNICEF;	This paragraph is based on section 18, paragraph (b), of the Convention.
(d) Prompt clearance and issuance without cost of necessary visas, licenses or permits necessary for the effective exercise of their functions;	Subparagraph (d) is based on article X (1) (b) of the UNDP/SBAA.
(e) Free movement within or to or from the Country, to the extent necessary for the implementation of the programmes of co-operation;	Subparagraph (e) is necessary for the effective discharge of the UNICEF mandate and is based on article X (1) (d) of the UNDP/SBAA.
(f) Exemption, with respect to themselves, their spouses, and other dependants from immigration restriction and alien registration;	This paragraph is based on section 18, paragraph (d), of the Convention.
(g) The issuance of any permits necessary for importation free of duty of household and personal effects or other property, materials and supplies intended for their personal use or consumption and authorization to take any of them out of the Country on completion of their assignment;	This paragraph is based on section 18, paragraph (g), of the Convention and is similar to article X (1) (g) of the UNDP/SBAA.

Text	Explanatory notes
(h) Immunity from service in the military and any other obligatory service.	This paragraph is based on section 18, paragraph (c), of the Convention.
Experts on mission	
2. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 to 23 of the Convention.	The expression "experts on mission" is defined in article I (i).
ARTICLE XIV	
Persons performing services	
Persons performing services on behalf of UNICEF, other than nationals of the Host Country employed locally, shall be granted the privileges and immunities specified in article V, section 18, of the Convention. They shall, in particular, be granted the rights and facilities specified in subparagraphs (c), (d), (e) and (g) of paragraph 1 of article XIII of the present Agreement.	This category of personnel is defined in article I (j).

Text	Explanatory notes
ARTICLE XV	
Other personnel	
The terms and conditions of employment for personnel recruited locally by UNICEF and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.	This paragraph is intended to ensure that decisions of competent organs of UNICEF apply to persons on hourly wages engaged by UNICEF.
ARTICLE XVI	
Head of the UNICEF office	
The head of the UNICEF office shall enjoy the privileges, immunities and facilities granted to heads of diplomatic missions accredited to the Government. For this purpose his name shall be incorporated into the diplomatic list. The senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to the members of diplomatic missions of comparable ranks.	The definition of head of the UNICEF is contained in article I (g) above. The facilities to be accorded the head of the UNICEF office should reflect the representational role of the head of the UNICEF office to enable him/her to carry out his/her duties effectively. As is the practice in respect of other United Nations agencies, the facilities accorded to the heads of United Nations offices are assimilated to those granted heads of diplomatic missions. With regard to senior officials other than the representative and regional director, the Government and UNICEF must agree on who shall be granted diplomatic status.

Text	Explanatory notes
ARTICLE XVII	
Greeting cards and other UNICEF products	
Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.	Proceeds from the sale of greeting cards and other products of the UNICEF Greeting Card Operation are used for the furtherance of the UNICEF mandate and should be accorded the exemption from taxation, for the assets, income and other property of the United Nations as provided in section 7, article II, of the Convention.
ARTICLE XVIII	
Waiver of privileges and immunities	
The privileges and immunities accorded under the present Agreement are granted in the interest of the United Nations, including UNICEF, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.	This paragraph reproduces the provisions of sections 20 and 23 of the Convention.

Text	Explanatory notes
ARTICLE XIX	
Claims against UNICEF	
1. UNICEF co-operation in programmes under the present Agreement is provided for the benefit of the Government and people of the Host Country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.	This article is based on the resolutions of the General Assembly on the principles governing international development co-operation, to wit, that the Government shall be responsible for all stages of the programmes. On this basis it is that practice of United Nations agencies to include provisions in Agreements with Governments, for the Government to bear all risks of operations. Similar provisions are found in article VI (1) and (2) of the old UNICEF Model Agreement and in article X (2) of the UNDP/SBAA.
2. The Government shall, in particular, be responsible for dealing with all claims, arising from or directly attributable to the operations under the present Agreement, which may be brought by third parties against UNICEF, UNICEF officials, experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or willful misconduct.	

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Text	Explanatory notes
ARTICLE XX Settlement of disputes	
1. Any relevant matter for which no provision is made in the present Agreement and any issue, controversy or dispute between UNICEF and the Government arising out of or relating to the interpretation or application of the present Agreement shall be settled amicably by negotiations between the Parties or through conciliation and, failing settlement by either or both of these means, by arbitration.	This text envisages that disputes will, in the first instance, be resolved through negotiations and conciliation and that arbitration will only be a last resort. It is an improvement on the old UNICEF Model Agreement which provided for resolution of disputes essentially by arbitration.
2. If the Parties agree to settlement by conciliation, either Party shall have the right to request the appointment of a conciliator by the President of the International Court of Justice. The procedure for the conciliation proceedings shall be fixed, in consultations with the Parties, by the conciliator. The recommendation of the conciliator shall contain a statement of the reasons on which it is based. The Parties shall give due consideration to the recommendation of the conciliator.	

Text

Explanatory notes

3. In the event that the Parties fail to settle their dispute by negotiation, or through conciliation, or both, the aggrieved Party may request the appointment of an arbitrator by the President of the International Court of Justice. The procedure for the arbitration proceedings shall be fixed, in consultation with the Parties, by the arbitrator. The decision of the arbitrator shall contain a statement of the reasons on which it is based. The Parties shall be bound by such decision and the award of the arbitrator made in accordance with the present Agreement.

4. The expenses of the conciliation or arbitration shall be borne equally by the Parties.

ARTICLE XXI

Interpretation

1. The present Agreement shall be interpreted and applied liberally in the light of changing circumstances with a view to achieving its primary purpose, which is to enable UNICEF to discharge its responsibilities fully and efficiently and to execute its mandate in the Country.

/...

Text

2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereof, between UNICEF and the Government.

ARTICLE XXII

Amendments

The present Agreement may be modified or amended only by written agreement between the Parties hereto.

ARTICLE XXIII

Termination

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement, except that those provisions of the present Agreement which are necessary for the orderly cessation of the activities of UNICEF and the disposal of its property in the Country, and resolution of any disputes between the Parties shall survive its termination.

Explanatory notes

/...

Text

ARTICLE XXIV

Entry into force

The present Agreement shall enter into force, following signature, on the day after the exchange between the Parties of an instrument of ratification or acceptance by the Government, and of an instrument constituting an act of formal confirmation by UNICEF.

IN WITNESS WHEREOF, the undersigned, being duly appointed representatives of the Government and UNICEF, respectively, have on behalf of the Parties signed the present Agreement, in the _____ language(s). For purposes of interpretation and in case of conflict, the _____ text shall prevail.

Done at _____, this _____day of _____, nineteen hundred ninety.

FOR THE UNITED NATIONS CHILDREN'S FUND:	FOR THE GOVERNMENT:
Name:	Name:
Title:	Title:
_____ Signature	_____ Signature

Explanatory notes

This article introduces the mechanism for formal confirmation of agreements between the Organization and States, following signature, proposed in the Vienna Convention on the Law of Treaties between States and International Organizations or between International Organizations, adopted by the General Assembly on 20 March 1986, but not yet in force (A/CONF.129/15).

UNITED
NATIONS

E

Economic and Social Council

Distr.
LIMITED

E/ICEF/1991/L.2
30 October 1990

ORIGINAL: ENGLISH

UNITED NATIONS CHILDREN'S FUND
Executive Board
Organizational session
February 1991

FOR ACTION

UNICEF MAURICE PATE AWARD

Background

1. At its 1984 session in Rome, the Executive Board encouraged the secretariat to rethink the process and procedures for awarding the Maurice Pate Award and to make better use of the ability of UNICEF to stimulate positive action for children through public honours and recognition. Board members noted that such honours could increase UNICEF capacity to use its world recognition to encourage and spotlight the work of others - whether institutions, organizations or individuals - in the service of children.

2. In response to that request, the Executive Director submitted a proposal to the Executive Board at its 1986 session to establish a new series of UNICEF awards, but it was withdrawn for lack of time and resubmitted to the Board at its 1987 session. At that session, action was again deferred in accordance with suggestions made during the Board's debate and subsequent consultations concerning the nature, criteria and selection process for the award. As a result, a revised proposal was made to the Board at its 1988 session (E/ICEF/1988/P/L.37), which included renaming the award the UNICEF Maurice Pate Award and changing the criteria and the process for nomination and selection. The Board approved the proposal with some amendments to reflect discussions during the debate (E/ICEF/1988/13, resolution 1988/9). In the light of discussions in February 1989 with the Bureau and with various delegations, the Executive Director submitted a proposal amending the nomination and selection procedures to the Board at its 1989 session. The proposal, as approved by the Board, is contained in document E/ICEF/1989/12, decision 1989/22. All other criteria approved at the previous Board session remained unchanged.

3. By broadening the criteria of recognition to include achievements on behalf of children, the provision of resources to further those achievements and the stimulation of emulation, the Executive Board can use the Award to encourage

significant efforts on behalf of children. While encouraging leadership for children by individuals, the monetary benefits of the Award can be used to further activity, whether training, experience exchange or direct programme activity.

Procedure approved by the Executive Board at its 1988 session

Objectives and criteria

4. The UNICEF Maurice Pate Award is meant to call the world's attention to progress being made for children and to methods employed, thus inspiring replication and broader support. The Award shall convey recognition of extraordinary and exemplary leadership in, and contribution to, the advancement of the survival, protection and development of children, whether on a regional, national or global scale.

Recipients

5. As a reflection of the special character of UNICEF as a partnership between Governments and peoples, the UNICEF Maurice Pate Award may be conferred upon an institution, agency or individual with or without governmental affiliation. The Award shall not be conferred upon any United Nations organization or official or upon any head of State or Government, and caution shall be exercised in the selection to ensure that the selection of a recipient does not figure inappropriately within national political processes.

Nominations

6. Each year, the Executive Director shall invite nominations for the Award from UNICEF representatives, regional directors and other secretariat offices, National Committees for UNICEF and such other authorities and individuals as appropriate.

Selection process

7. The Executive Director shall evaluate the nominations for the Award and prepare a recommendation for review by the Bureau of the Executive Board at its February meeting. With the Bureau's endorsement, the Executive Director shall submit his recommendation, along with a list of all other formally submitted nominations, for approval by mail poll by the members of the Executive Board. The mail poll process shall be completed with sufficient time to allow the recipient to be invited to attend the Executive Board session.

Form of the Award

8. The UNICEF Maurice Pate Award shall be symbolic of the protection and nurturing of children and shall bear a citation honouring the service to children for which the recipient was selected. It shall also include a stipend of $25,000 which is given to further the activities or objectives for the benefit of children for which the recipient is being honoured, and should not accrue to the personal benefit of any individual.

Presentation

9. The UNICEF Maurice Pate Award shall be presented in an appropriate ceremony on the occasion of the annual session of the Executive Board. The Executive Director is authorized to provide for the recipient or an appropriate representative to attend the presentation ceremony.

Procedure approved by the Executive Board at its 1989 session

Nominations

10. Each year, the Executive Director shall invite nominations for the Award from UNICEF representatives, regional directors and other secretariat offices, National Committees for UNICEF and such other authorities and individuals as appropriate in order to ensure a broad range of nominations. Solicitation of nominations will stipulate a deadline of 31 July of the year preceding the presentation of the Award.

Selection process

11. The Executive Director shall evaluate the nominations for the Award and prepare a recommendation for review by the Bureau of the Executive Board at its September meeting. This review will be based upon the biographical data of all formally submitted nominations. With the Bureau's endorsement, the Executive Director shall submit a single recommendation for approval by mail poll by the members of the Executive Board. The mail poll process shall be completed with sufficient time to allow the recipient to be invited to attend the Executive Board session.

Proposal of officers of the Board

12. At their September 1989 meeting, the officers of the Board expressed the view that no Government or government-related official should be nominated, that nominations should be sought from Board member Governments and that the Bureau should review and evaluate all nominations. In addition, they requested that equitable geographical rotation be ensured in the selection process. These views were subsequently expressed in whole or in part by a number of Board members in explanation of their votes during the mail poll held in October 1989. After consultations between the Chairman of the Board and the secretariat, and in view of the overcrowded agenda for the 1990 regular session, it was decided to defer consideration of the recommendations to the 1991 regular session and to implement, in practice and as practicable, these recommendations for the 1991 nominations.

Recommendation

13. At their September 1990 meeting, the new officers of the Board examined and gave their views on the draft revised criteria for Award recipients and decided that the amended document should be submitted for Board approval at the newly established organizational session in February 1991. The Executive Director therefore recommends that the procedure related to objectives, recipients, nominations and selection for the UNICEF Maurice Pate Award be amended to reflect these views as follows:

Objectives and criteria

(a) The UNICEF Maurice Pate Award is meant to call the world's attention to progress being made for children and to methods employed, thus inspiring replication and broader support. The Award shall convey recognition of extraordinary and exemplary leadership in, and contribution to, the advancement of the survival, protection and development of children, whether on a regional, national or global scale. It should also serve to encourage voluntary and grass-roots activities. The work of the recipient should be innovative and inspirational, reflecting leadership in its field. It should also be on a country or regional scale with the potential of emulation so as to have a multiplier effect;

Recipients

(b) The UNICEF Maurice Pate Award may be conferred upon an institution, agency or individual, but not upon a head of State or Government, nor upon a Government. The Award shall not be conferred upon any United Nations organization or official. Caution shall be exercised in the selection to ensure that the selection of a recipient does not inappropriately figure within national political processes. Due regard shall be given to the principle of equitable geographical balance;

Nominations

(c) Each year, the Executive Director shall invite nominations for the Award from the Governments of Board member countries, UNICEF representatives, regional directors and other secretariat offices and National Committees for UNICEF in order to ensure a broad range of nominations. Solicitation of nominations will stipulate a deadline of 31 July of the year preceding the presentation of the Award;

Selection process

(d) The biographical data of all formally submitted nominations will be reviewed and evaluated by the officers of the Board, the Executive Director and the Director of the Programme Division. On the basis of this comprehensive review and evaluation, the Executive Director shall submit a single recommendation for approval by the Executive Board at its February organizational session.